

CITY OF FAIRFIELD

RESOLUTION NO. 2013 - 234

**RESOLUTION OF THE CITY COUNCIL APPROVING THE SPECIFICATIONS AND  
AWARDING A CONTRACT TO CARBON ACTIVATED CORPORATION FOR THE  
REPLACEMENT OF MEDIA IN FILTER #5 AT THE NORTH BAY REGIONAL WATER  
TREATMENT PLANT**

**WHEREAS**, the bid opening for the Replacement of Media in Filter #5 at the North Bay Regional Water Treatment Plant took place on October 29, 2013; and

**WHEREAS**, the apparent low bidder was Carbon Activated Corporation in the amount of \$215,000.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY  
RESOLVES:**

Section 1. The specifications for the Replacement of Media in Filter #5 at the North Bay Regional Water Treatment Plant are hereby approved.

Section 2. The City Manager is directed to enter into a contract with Carbon Activated Corporation for the Replacement of Media in Filter #5 at the North Bay Regional Water Treatment Plant in the amount of \$215,000.

Section 3. The City Manager is hereby authorized to implement the above-mentioned contract.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of November 2013, by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/Moy/Mraz

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

*Barry F. Price*  
MAYOR

ATTEST:

*Cindy Balkan, Deputy*  
CITY CLERK  
pw

# **CARBON ACTIVATED CORPORATION**

**Bid: “North Bay  
Regional Water  
Treatment Plant  
Replacement of  
Media in Filter #5”**

**Due Date: October 29th before 2pm**

CITY OF FAIRFIELD  
STATE OF CALIFORNIA

**PROPOSAL**

**REPLACEMENT OF MEDIA IN FILTER #5  
NORTH BAY REGIONAL WATER TREATMENT PLANT**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within the time stated in the Instructions to Bidders execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute A) removal of existing Sand and Granular Activated Carbon Media in Filter #5 per the schedule shown in Section 01010, B) replacement with new SAND and Granular Activated Carbon Media per the schedule shown in Section 01010, and remove existing nozzles, and replace with new OWNER FURNISHED filter nozzles in Filter #5.

Bids are to be submitted for Removal and Replacement of SAND and GRANULAR ACTIVATED CARBON in Filter #5, and remove existing nozzles, and replace with new owner FURNISHED filter nozzles in Filter #5 per the Contract Documents.

The amount of the bid for comparison purposes will be total amount of bid for this bid item.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addendum Number 1 dated October 20, 2013

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**REPLACEMENT OF MEDIA IN FILTER #5**  
**NORTH BAY REGIONAL WATER TREATMENT PLANT**

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	Remove and dispose of existing Filter Media in Filter #5	LS	1	\$ 25,801.00	\$ 25,801.00
2	Remove existing nozzles, and replace with new owner FURNISHED filter nozzles in Filter #5	LS	1	\$ 9,199.00	\$ 9,199.00
3	Furnish and Install new sand and GAC Filter Media in Filter #5	LS	1	\$180,000.00	\$ 180,000.00
<b>Total Bid Price</b>					<b>\$ 215,000.00</b>

ATTACH TO THIS BID a list of three (3) projects completed by the Contractor during the last five (5) years involving work of similar type and complexity. The list shall include the following information as a minimum:

- Names, address, and telephone number of owner.
- Name of project.
- Location of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address, and telephone number of architect or engineer.
- Name of owner's project engineer.

To be considered for award, the CONTRACTOR shall have completed at least three projects of similar type and complexity and comparable value.

This project consists of removal and replacement with new sand and granular activated carbon filter media; and remove existing nozzles, and replace with new owner FURNISHED filter nozzles in Filter #5 at the North Bay Regional Water Treatment Plant, owned by the Cities of Fairfield and Vacaville, CA.



## CARBON ACTIVATED CORP.

Activated Carbon & Related Services

250 E. Manville Street, Compton, CA 90220 ♦ Phone: (877) 323-8132, (310) 885-4555  
Fax: (310) 885-4558 ♦ E-mail: info@activatedcarbon.com ♦ Website: www.activatedcarbon.com

October 24, 2013

City of Fairfield  
1000 Webster Street  
Fairfield,

Below is a list of four projects completed by Carbon Activated Corporation during the last five years involving work of the similar type.

1. City of Fairfield, 1000 Webster St., Fairfield, CA 94533 (707) 428-7476. "Remove and Load Media in Filter #7" North Bay Water Treatment Plant, 5110 Waterworks Lane, Fairfield, CA. 94533. Superintendent Gil Hernandez (707) 428-7680 ext. 105 Supply 4,200 cubic feet of 8X16 Coal Base GAC and 1,880 cubic feet of Filter Sand. Remove, Load, and Disposal of Media that was removed. Contract amount \$ 220,000.00 completed 05-2013 Project Manager Jay Swanson (707) 428-7476, 1000 Webster St., Fairfield, CA 94533.
2. City of Benicia 100 Water Way, Benicia, CA 94510 phone (707) 746-4225. "Filter Media Replacement Project Water Treatment Plant". Contact Scott Rovanpera Superintendent/Project Manager (707) 746-4393. Removal a total of 6,000 cubic feet from two Filters, Load a total of 3,850 cubic feet of 8X30 Coal Base Carbon, and Replacement of missing Filter Sand. Contract amount was \$ 163,936.56 completed in 01-2013.
3. City of Antioch 3<sup>rd</sup> and H Street, Antioch, CA 94509 phone (925) 779-6994. "Remove and Install Granular Carbon Proposal No. 968-0919-12C" City of Antioch Water Treatment Plant, 401 Putnam Street, Antioch, CA 94509. Superintendent Duane Anderson Superintendent (925) 779-7029. Supplied 14,750 cubic feet of 8X30 Coal Base Carbon for 10 filters. Remove, Load, and Disposal of spent carbon. Contract amount \$ 464,000.00 completed 01-2012. Project Manager was Duane Anderson (925) 779-7029.
4. Central Coast Water Authority 255 Industrial Way, Buellton, CA 934127 phone (805) 688-2292. "Polonio Pass Water Treatment Plant Granular Activated Carbon Media Replacement Project". John Brady was the Engineer/Project Manager (805) 688-2292 ext. 228 Polonio Pass Water Treatment Plant, 5250 Antelope Road, Shandon, CA 93461. Removal a total of 6,000 cubic feet from two Filters, Load a total of 6,000 cubic feet of 8X16 Coal Base Carbon, and Disposal of spent carbon. Contract amount was \$ 289,434.34 completed in 02-2009. The project engineer John Brady (805) 688-2292 ext. 228 address Central Costal Water Authority, 255 Industrial Way, Buellton, CA 934127

Regards,  
  
Dale Kerr  
Operations/Sales

**REPLACEMENT OF MEDIA IN FILTER #5  
NORTH BAY REGIONAL WATER TREATMENT PLANT**

**DESIGNATION OF SUBCONTRACTORS**

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

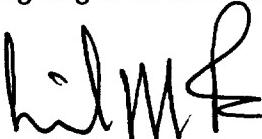
<u>Subcontractor's Name and Address</u>	<u>Subcontractor License Number</u>	<u>Portion of Work or Item(s) of work to be performed</u>	<u>Percent of Total Contract</u>
1. Cassil Freight <u>5054 Peabody Road</u> <u>Fairfield, CA 94533</u>	End Dump		0.05%
2. Potero Hills Landfill <u>3675 Potero Hill Lane</u> <u>Susision, CA 94585</u>	Landfill for Disposal of Filter Sand		0.01%
3. Sunstate Equipment Rental <u>5737 Pacheco Road</u> <u>Pachoe, CA 94553</u>	Forklift Rental		0.5%
4. Glodal Tranz <u>PO Box 71730</u> <u>Phoenix, AZ 85050</u>	Freight Company		2%
5. Farwest Sanitation <u>3911 Laure Alico Way</u> <u>Concord, CA 94525</u>	Port A Potty		0.0001%
6. Santa Clara Transfer <u>11080 Commercial Parking</u> <u>Castroville, CA 95012</u>	Freight Company		.001%

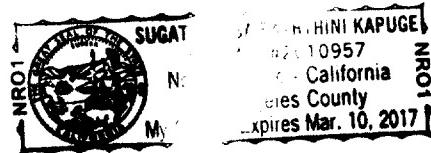
Note: Attach additional sheets if required

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID

Lionel Perrers \_\_\_\_\_, being first duly sworn, deposes and says that he or she is Pres. of CAC the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  
(Date) (Signature)      10/28/2013



NOTE: THIS FORM MUST BE NOTARIZED.

State of California )  
County of Los Angeles )

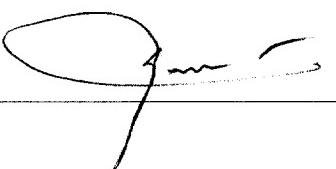
**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT**

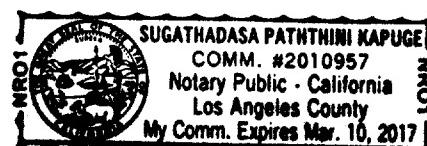
On October 28, 2013 before me, Sugathadasa Paththini Kapuge Notary Public,  
(here insert name and title of the officer)  
personally appeared Lionel Perera

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the  
State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



(Seal)

**OPTIONAL INFORMATION**

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

**Description of Attached Document**

The preceding Certificate of Acknowledgment is attached to a document  
titled/for the purpose of Nonco LLC von Abbildart

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s)

Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

Representing: \_\_\_\_\_

Name(s) of Person(s) or Entity(ies) Signer is Representing

Optional Information	
<b>Method of Signer Identification</b>	
Proved to me on the basis of satisfactory evidence: <input checked="" type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
<b>Other</b>	
<input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s)	
<input type="checkbox"/> _____	

## EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

**Please complete the following:** (To be complete by the department)

Department: \_\_\_\_\_ Date of Contract: \_\_\_\_\_

Authorized by Res. No.: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_

Person Reviewing EDD Requirements: \_\_\_\_\_ Phone: \_\_\_\_\_

**EDD REPORTING REQUIREMENTS.** When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

\*\*\*\*\*  
Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

Business Information	
FULL NAME	Carbon Activated Corp.
ADDRESS	250 E. Manville
CITY, STATE, ZIP	Compton, CA 90220

BOX 2

Type	Type of Business	SOCIAL SECURITY NUMBER AND/OR FEDERAL TAX NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	95-4577883
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

Carbon Activated Corp.

Name of Firm

250 E. Manville Street

Business Address

(310) 885-4555

Phone Number



Signature of Responsible Official

Contractor's License:

- a. Class: A
- b. Number: 842091
- c. Expiration Date: 07-31-2014

FEI Number: 95-4577883

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Lionel Perera

Nirmala Perera

## INSURANCE BROKER CERTIFICATION OF COMPLIANCE WITH INSURANCE AND BOND REQUIREMENTS

For each insurance coverage, the broker of record shall complete this form. Copies of this form should be completed if more than one broker of record exists for placement of all the required coverages.

NAME/FIRM NAME OF INSURANCE BROKER: ISU Derby Insurance Associates Inc

ADDRESS OF INSURANCE BROKER: 223 S. Glendora Ave #203 Glendora, CA 91740

TELEPHONE, FAX, AND E-MAIL ADDRESS OF INSURANCE BROKER: \_\_\_\_\_

LISA @ Isuderby.com - 626-335-2160

The following certification applies to the coverages marked below:

- General Liability
- Excess/Umbrella Liability
- Automobile Liability
- Workers' Compensation
- Builders' Risk/Course of Construction
- Bidder's Bond
- Payment Bond
- Warranty Bond

I have read the General Conditions, specifically Articles 5, regarding bonding and insurance coverages. Insurance conditions are also listed in the Notice to Bidders, item 10; Instructions to Bidders, Articles 5 and 25; and the Bid Form. I attest that the bidder is capable of complying with the coverage requirements of Article 5, and that the insurer and/or broker is obligated to supply insurance and bid documents in full compliance with the requirements set forth in the General Conditions should bidder be awarded the contract.

A simple insurance certificate and required endorsements are attached documenting the coverages currently in place. Deductibles and self insured retentions must be stated for each coverage.

Exceptions to the insurance requirements may be indicated below. Specifically list the Article section to which exception is stated, the nature of the exception, and the alternate means of satisfying the requirement. The City reserves in its sole discretion whether to accept or reject such exceptions. The listing of exceptions shall not serve as City acknowledgement or acceptance of the listed exception.

Exception(s): \_\_\_\_\_

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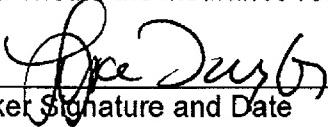
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By my signature below, I attest to the accuracy of the information provided above, and that the insurance requirements will be met if the bidder is awarded the contract, in accordance with the Bid Form. I further acknowledge that the bidder will forfeit the Bidder's security or bond should the insurance requirements not be complied as set forth in the bid documents.

 10/24/2013  
Broker Signature and Date

By my signature below, I attest to the best of my knowledge that the information provided above is true and correct.

 10-28-13  
Bidder Signature and Date

## INSURANCE BROKER CERTIFICATION OF COMPLIANCE WITH INSURANCE AND BOND REQUIREMENTS

For each insurance coverage, the broker of record shall complete this form. Copies of this form should be completed if more than one broker of record exists for placement of all the required coverages.

NAME/FIRM NAME OF INSURANCE BROKER: TEGNER-MILLER

INSURANCE BROKERS

ADDRESS OF INSURANCE BROKER: P.O. Box 511

SANTA MONICA, CA

90406

TELEPHONE, FAX, AND E-MAIL ADDRESS OF INSURANCE BROKER: \_\_\_\_\_

(310) 828-9662 - (310) 453-7971 FAX

DAVE@TMIB.COM

The following certification applies to the coverages marked below:

- General Liability ✓
- Excess/Umbrella Liability ✓
- Automobile Liability
- Workers' Compensation
- Builders' Risk/Course of Construction
- Bidder's Bond
- Payment Bond
- Warranty Bond

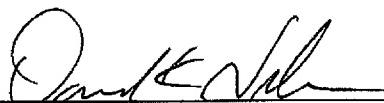
I have read the General Conditions, specifically Articles 5, regarding bonding and insurance coverages. Insurance conditions are also listed in the Notice to Bidders, item 10; Instructions to Bidders, Articles 5 and 25; and the Bid Form. I attest that the bidder is capable of complying with the coverage requirements of Article 5, and that the insurer and/or broker is obligated to supply insurance and bid documents in full compliance with the requirements set forth in the General Conditions should bidder be awarded the contract.

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Exceptions to the insurance requirements may be indicated below. Specifically list the Article section to which exception is stated, the nature of the exception, and the alternate means of satisfying the requirement. The City reserves in its sole discretion whether to accept or reject such exceptions. The listing of exceptions shall not serve as City acknowledgement or acceptance of the listed exception.

Exception(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

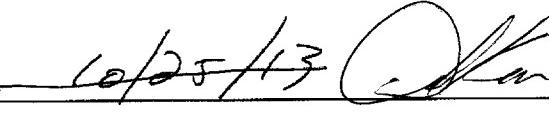
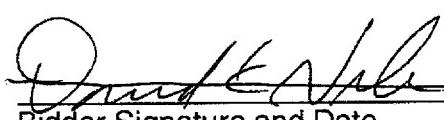
By my signature below, I attest to the accuracy of the information provided above, and that the insurance requirements will be met if the bidder is awarded the contract, in accordance with the Bid Form. I further acknowledge that the bidder will forfeit the Bidder's security or bond should the insurance requirements not be complied as set forth in the bid documents.



10/25/13

Broker Signature and Date

By my signature below, I attest to the best of my knowledge that the information provided above is true and correct.



10/25/13 Oktar 10-28-13

Bidder Signature and Date

## INSURANCE BROKER CERTIFICATION OF COMPLIANCE WITH INSURANCE AND BOND REQUIREMENTS

For each insurance coverage, the broker of record shall complete this form. Copies of this form should be completed if more than one broker of record exists for placement of all the required coverages.

NAME/FIRM NAME OF INSURANCE BROKER: Andy Manale  
Manale Insurance Services

ADDRESS OF INSURANCE BROKER:  
2833 Leonis Blvd. Suite 304  
Vernon, CA 90058

TELEPHONE, FAX, AND E-MAIL ADDRESS OF INSURANCE BROKER:  
(323) 581-4846 O (323) 581-4844 F andy@manaleins.com

The following certification applies to the coverages marked below:

- General Liability
- Excess/Umbrella Liability
- Automobile Liability
- • **Workers' Compensation**
- Builders' Risk/Course of Construction
- Bidder's Bond
- Payment Bond
- Warranty Bond

I have read the General Conditions, specifically Articles 5, regarding bonding and insurance coverages. Insurance conditions are also listed in the Notice to Bidders, item 10; Instructions to Bidders, Articles 5 and 25; and the Bid Form. I attest that the bidder is capable of complying with the coverage requirements of Article 5, and that the insurer and/or broker is obligated to supply insurance and bid documents in full compliance with the requirements set forth in the General Conditions should bidder be awarded the contract.

A simple insurance certificate and required endorsements are attached documenting the coverages currently in place. Deductibles and self insured retentions must be stated for each coverage.

Exceptions to the insurance requirements may be indicated below. Specifically list the Article section to which exception is stated, the nature of the exception, and the alternate means of satisfying the requirement. The City reserves in its sole discretion whether to accept or reject such exceptions. The listing of exceptions shall not serve as City acknowledgement or acceptance of the listed exception.

Exception(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By my signature below, I attest to the accuracy of the information provided above, and that the insurance requirements will be met if the bidder is awarded the contract, in accordance with the Bid Form. I further acknowledge that the bidder will forfeit the Bidder's security or bond should the insurance requirements not be complied as set forth in the bid documents.

X

Broker Signature and Date

October 24th, 2013

By my signature below, I attest to the best of my knowledge that the information provided above is true and correct.



Bidder Signature and Date

10-28-13

## **INSURANCE BROKER CERTIFICATION OF COMPLIANCE WITH INSURANCE AND BOND REQUIREMENTS**

For each insurance coverage, the broker of record shall complete this form. Copies of this form should be completed if more than one broker of record exists for placement of all the required coverages.

NAME/FIRM NAME OF INSURANCE BROKER: Coats Surety Insurance Services, Inc.

ADDRESS OF INSURANCE BROKER: 23046 Avenida de la Carlota, Suite 600, Laguna Hills, CA 92653

TELEPHONE, FAX, AND E-MAIL ADDRESS OF INSURANCE BROKER: \_\_\_\_\_

Ph: (949)457-1060; Fax (949)457-1070

The following certification applies to the coverages marked below:

- General Liability
- Excess/Umbrella Liability
- Automobile Liability
- Workers' Compensation
- Builders' Risk/Course of Construction
- Bidder's Bond
- Payment Bond
- Warranty Bond

I have read the General Conditions, specifically Articles 5, regarding bonding and insurance coverages. Insurance conditions are also listed in the Notice to Bidders, item 10; Instructions to Bidders, Articles 5 and 25; and the Bid Form. I attest that the bidder is capable of complying with the coverage requirements of Article 5, and that the insurer and/or broker is obligated to supply insurance and bid documents in full compliance with the requirements set forth in the General Conditions should bidder be awarded the contract.

A simple insurance certificate and required endorsements are attached documenting the coverages currently in place. Deductibles and self insured retentions must be stated for each coverage.

Exceptions to the insurance requirements may be indicated below. Specifically list the Article section to which exception is stated, the nature of the exception, and the alternate means of satisfying the requirement. The City reserves in its sole discretion whether to accept or reject such exceptions. The listing of exceptions shall not serve as City acknowledgement or acceptance of the listed exception.

Exception(s): Coats Surety Insurance Services, Inc. only provides surety bonding.

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By my signature below, I attest to the accuracy of the information provided above, and that the insurance requirements will be met if the bidder is awarded the contract, in accordance with the Bid Form. I further acknowledge that the bidder will forfeit the Bidder's security or bond should the insurance requirements not be complied as set forth in the bid documents.

  
\_\_\_\_\_  
Broker Signature and Date

October 22, 2013

Matthew J. Coats, Attorney-in-Fact

By my signature below, I attest to the best of my knowledge that the information provided above is true and correct.

  
\_\_\_\_\_  
Bidder Signature and Date

10-28-13

**CITY OF FAIRFIELD  
STATE OF CALIFORNIA  
PROPOSED SUBSTITUTIONS OR "OR-EQUAL" ITEMS**

**REPLACEMENT OF MEDIA IN FILTER #5  
NORTH BAY REGIONAL WATER TREATMENT PLANT**

A. Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular manufacturer, the naming of the item is intended to establish the type, function, and quality required. If the name is followed by the words "or equal," indicating that a substitution is permitted, materials or equipment of other manufacturers may be accepted if sufficient information is submitted by the Bidder to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named, subject to the following requirements:

1. The burden of proof as to the type, function, and quality of any such substitution product, material or equipment shall be upon the CONTRACTOR.
2. The ENGINEER will be the sole judge as to the type, function, and quality of any such substitution and the ENGINEER'S decision shall be final.
3. The ENGINEER may require the CONTRACTOR to furnish additional data about the proposed substitution.
4. The OWNER may require the CONTRACTOR to furnish a special performance guarantee or other surety with respect to any substitution.
5. Acceptance by the ENGINEER of a substitution item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitution.
6. The CONTRACTOR shall pay all costs of implementing accepted substitutions, including ENGINEER'S and OWNER'S review costs and costs of redesign and changes to contemplated WORK necessary to integrate the proposed substitution into the WORK.

B. The procedure for review by the ENGINEER will include the following:

1. If the CONTRACTOR wishes to provide a substitution of "an equal" item, the CONTRACTOR shall list the substitution on the LIST OF PROPOSED SUBSTITUTIONS in the Bid Form and make written application to the ENGINEER on the "Substitution Request Form" within 14 days following submission of the Bid.
2. Wherever a proposed substitution item is not listed in the LIST OF PROPOSED SUBSTITUTIONS, has not been submitted within said 14 day period, or wherever the submission of a proposed substitution material or equipment has been judged to be unacceptable by the ENGINEER, the CONTRACTOR shall provide the material or equipment indicated in the Contract Documents.
3. The CONTRACTOR shall certify by signing the Form that the list of paragraphs on the Form are correct for the proposed substitution.

4. The ENGINEER will evaluate each proposed substitution within a reasonable period of time.
  5. As applicable, no shop drawing submittals shall be made for a substitution item nor shall any substitution item be ordered, installed, or utilized without the ENGINEER'S prior written acceptance of the CONTRACTOR'S "Substitution Request Form."
  6. The ENGINEER will record the time required by the ENGINEER in evaluating substitutions proposed by the CONTRACTOR and in making changes in the Contract Documents occasioned by the substitution if it is accepted.
- C. The CONTRACTOR'S application shall address the following factors, which will be considered by the ENGINEER in evaluating the proposed substitution:
1. Whether evaluation and acceptance of the proposed substitution will prejudice the CONTRACTOR'S achievement of Substantial Completion on time.
  2. Whether acceptance of the substitution for use in the WORK will require a change in any of the Contract Documents to adapt the design to the proposed substitution.
  3. Whether incorporation or use of the substitution in connection with the WORK is subject to payment of any license fee or royalty.
  4. Whether all variations of the proposed substitution from the items originally specified are identified.
  5. Availability of maintenance, repair, and replacement service.
  6. Whether an itemized estimate is included of all costs that will result directly or indirectly from acceptance of such substitution, including cost of redesign and claims of other contractors affected by the resulting change.
  7. Whether the proposed substitute item meets or exceeds the experience and/or equivalency requirements listed in the appropriate technical specifications.
- D. Without any increase in cost to the OWNER, the CONTRACTOR shall be responsible for and pay all costs in connection with proposed substitutions and of inspections and testing of equipment or materials submitted for review prior to the CONTRACTOR'S purchase thereof for incorporation in the WORK, whether or not the ENGINEER accepts the proposed substitution or proposed equipment or material. The CONTRACTOR shall reimburse the OWNER for the charges of the ENGINEER for evaluating each proposed substitution.

**CITY OF FAIRFIELD  
STATE OF CALIFORNIA**

## **LIST OF PROPOSED SUBSTITUTIONS**

# **REPLACEMENT OF MEDIA IN FILTER #5 NORTH BAY REGIONAL WATER TREATMENT PLANT**

The Bidder proposes the following substitute or "or equal" products identified below:

Specification Section and Paragraph	Substitute Equipment/Material	Substitute Manufacturer (List Only One for Each Equipment or Material)
11428 San Media 22E	.53-.60 meets Specifications	Silica Resources
	on page 11428-2 2.2 E	Marysville, CA 95911

## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

### **REPLACEMENT OF MEDIA IN FILTER #5 NORTH BAY REGIONAL WATER TREATMENT PLANT**

WHEREAS Carbon Activated Corporation - 250 E. Manville St., Compton, CA 90220

*(Name and address of Bidder)*

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_

Philadelphia Indemnity Insurance Company - 251 S. Lake Ave., Suite 360, Pasadena, CA 91101

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Ten percent of the total amount of the bid

Dollars (\$ 10% ), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: October 22, 2013

"Contractor"

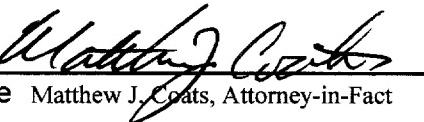
Carbon Activated Corporation

By:   
Title President

By: \_\_\_\_\_  
Title \_\_\_\_\_

"Surety"

Philadelphia Indemnity Insurance Company

By:   
Title Matthew J. Coats, Attorney-in-Fact

By: \_\_\_\_\_  
Title \_\_\_\_\_

(Seal)

(Seal)

*Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

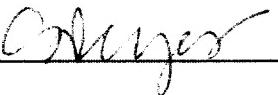
County of Orange

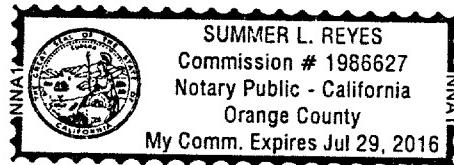
On October 22, 2013 before me, Summer L. Reyes, Notary Public  
(insert name and title of the officer)

personally appeared Matthew J. Coats,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



**PHILADELPHIA INDEMNITY INSURANCE COMPANY**  
 231 St. Asaph's Rd., Suite 100  
 Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **LINDA D COATS AND MATTHEW J. COATS OF COATS SURETY INSURANCE SERVICES, INC.** its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00:

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 15<sup>TH</sup> DAY OF NOVEMBER 2012.

(Seal)



*Sean S. Sweeney*

President

Sean S. Sweeney, President  
 Philadelphia Indemnity Insurance Company

On this 15<sup>th</sup> day of November 2012, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA	
NOTARIAL SEAL	
DANIELLE PORATH, Notary Public	
Lower Merion Twp., Montgomery County	
My Commission Expires March 22, 2016	

Notary Public:

(Notary Seal)

residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

*Danielle P.*

Bala Cynwyd, PA

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Sean S. Sweeney, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22<sup>nd</sup> day of October 2013.



*C*  
 Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

STATE OF CALIFORNIA

**Contractors State License Board**

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code  
and the Rules and Regulations of the Contractors State License Board,  
the Registrar of Contractors does hereby issue this license to:

CARBON ACTIVATED CORPORATION



to engage in the business or act in the capacity of a contractor  
in the following classification(s):

A - GENERAL ENGINEERING CONTRACTOR

  
SIGNATURE OF LICENSEE

  
SIGNATURE OF LICENSE QUALIFIER



Stephen P. Sands  
Registrar of Contractors

842091

License Number

Witness my hand and seal this day,

July 7, 2004

Issued July 6, 2004

This license is the property of the Registrar of Contractors,  
is not transferable, and shall be returned to the Registrar  
upon demand when suspended, revoked, or invalidated  
for any reason. It becomes void if not renewed.

## ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the 17 day of December, 2013 by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and Carbon Activated Corp., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

### I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

### **REPLACEMENT OF MEDIA IN FILTER #5 NORTH BAY REGIONAL WATER TREATMENT PLANT**

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Advertisement for Bids
- b. The Accepted Bid, dated October 28, 2013.
- c. Instructions to Bidders
- d. Specifications consisting of:
  - 1) Specific Provisions.
  - 2) Special Provisions.
  - 3) General Provisions.
- e. Performance Bond, dated November 27, 2013.
- f. Labor and Material Bond, dated November 27, 2013.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

## II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. Work shall be completed within the times given in Section 01010 Summary of Work.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" an amount equal to Six Hundred and Fifty Dollars (\$650) for each day of delay in the completion of work.

## III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 6 of the General Provisions.

**REPLACEMENT OF MEDIA IN FILTER #5**  
**NORTH BAY REGIONAL WATER TREATMENT PLANT**

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	Remove and dispose of existing Filter Media in Filter #5	LS	1	\$25,801	\$25,801
2	Remove existing nozzles, and replace with new owner FURNISHED filter nozzles in Filter #5	LS	1	\$9,199	\$9,199
3	Furnish and Install new sand and GAC Filter Media in Filter #5	LS	1	\$180,000	\$180,000
<b>Total Bid Price</b>					<b>\$215,000</b>

#### IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

#### V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:

  
\_\_\_\_\_  
City Clerk

CITY OF FAIRFIELD

By:   
\_\_\_\_\_  
City Manager

Carbon Activated Corp  
CONTRACTOR

By:   
\_\_\_\_\_  
Title: Operations

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

- a. Class: A
  - b. Number: 842091
  - c. Expiration Date: 07/31/2014
- FEI Number: 95-4577883